

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

LAURA CLEMONS,

Civil Action No.: 1:21-cv-933

Plaintiff,

HON. JANE M. BECKERING

vs.

PHIL'S BAR & GRILLE, LLC, et al.

Defendants.

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**JOINT MOTION TO APPROVE SETTLEMENT AGREEMENT
AND FOR ORDER OF DISMISSAL WITH PREJUDICE**

Plaintiff Laura Clemons and defendants Phil's Bar & Grille LLC and Phil Sauve (collectively, the "Parties"), by and through their undersigned counsel, pursuant to Fed. R. Civ. P. 41(a)(1)(ii), hereby respectfully move the Court to: (1) conduct a review of the Settlement Agreement and Release ("Settlement Agreement"); (2) approve the Settlement Agreement entered into between the Parties; and (3) enter an Order dismissing with prejudice all of the claims alleged in the lawsuit against Defendants by Plaintiffs. In support of this Motion, the Parties state as follows:

1. On November 4, 2021, plaintiff filed a Complaint against Defendants, alleging claims for unpaid wages and overtime compensation under the Fair Labor

Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”) and the Michigan Workforce Opportunity Wage Act (Dkt. # 1), and a violation of the Michigan Whistleblower’s Protection Act, MCL 15.361 *et seq* (“WPA”).

2. Defendants deny that they owe any unpaid wages to plaintiff and deny any violation of the FLSA or any other law or regulation relating to the payment of wages, and maintain that they have, at all times, properly compensated plaintiff and not acted unlawfully towards plaintiff in any manner.

3. The Parties agree that there is a bona fide, good faith dispute as to both liability and damages regarding plaintiff’s claims. However, in an effort to reach a compromise and to avoid the expense and burden of further litigation, the Parties have negotiated a settlement. The parties reached a compromise to settle all claims asserted in the pending action, as well as any other claims that relate to or reasonably could have arisen out of plaintiff’s employment up to the date of the execution of the Parties’ Settlement Agreement. The Parties agree that the resolution is fair, adequate, and reasonable.

4. When a plaintiff brings a private action for back wages under the FLSA, and the employer and employee agree to compromise the disputed claims, the Parties may present any resolution of the action to the Court for approval. *See, Lynn’s Food Stores, Inc. v. United States*, 679 F.2d 1350, 1354 (11th Cir. 1982); *see also, Arrington v. Mich. Bell Tel. Co.*, Case No. 10-10975, 2012 U.S. Dist. LEXIS 157362, at **1-2 (E.D. Mich. Nov. 2, 2012). The Parties have provided a copy of the executed Settlement Agreement. The Parties respectfully request that the Court review and approve their Settlement Agreement.

5. Upon approval of the Parties' Settlement Agreement, the Parties, pursuant to Fed. R. Civ. P. 41(a)(1)(ii), jointly stipulate to the dismissal of this case with prejudice. Except as otherwise provided in the Settlement Agreement, the Parties agree to bear their own attorneys' fees and costs.

WHEREFORE, the Parties jointly request that the Court enter an Order approving the attached Settlement Agreement and dismiss the lawsuit with prejudice. A proposed Order approving this Settlement Agreement and dismissing this matter with prejudice is attached as Exhibit 3 to the Brief in Support.

Respectfully submitted this the 22nd day of April, 2022.

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